

REQUEST FOR PROPOSALS

PROJECT: Town of Brighton Parking Management and Enforcement Vendor

RFP RELEASE DATE: September 26, 2023

RFP CLOSING DATE: October 5, 2023

PROCUREMENT CONTACT: karajohn@brighton.utah.gov

The Town of Brighton (the Town) is seeking proposals to provide a parking management and enforcement system for roadside parking on approximately two miles of State Road 190 in Brighton, Utah.

The reservation area will be on the South side of State Road 190, starting 1/4 mile east/uphill of the Willow lake trailhead and it will end at the guardsman pass road. There is no parking on the North side and no parking on the Guardsman Pass road. (See map as Attachment C)

Background

The Town of Brighton recently converted its parking enforcement to a civil enforcement process. Winter parking within the Town is historically congested during peak times in the morning and afternoon, on weekends and holidays, days immediately following snowstorms and clear weather for skiing recreation. The two ski resorts in the Town, Solitude and Brighton Ski Resorts, are now both implementing paid reservation parking which may put more pressure on public roadside parking areas.

The Contractor will be the Town's designated civil parking enforcement entity for the portion of State Road 190 and will need to provide polite, professional enforcement of the parking system while complying with due process requirements applicable to government parking enforcement in a civil code enforcement context.

Ideal Town of Brighton Parking Management and Enforcement System Elements

- Must seamlessly integrate with the two local ski areas systems which are being operated by Interstate Parking from a customer perspective, so that the ski resort and the Town's parking information is all available in one place.
- Must offer a technology platform that is easy for Brighton locals and visitors to use whether they are new to Brighton, regular Brighton skiers, residents or property owners, or local business employees.
- Must coordinate permit non-compliance with the Town's existing civil parking enforcement program. Contractor will only issue citations for failure to obtain a reservation when required. Other parking violations will be addressed by law enforcement or Town code enforcement.
- Ability to support dynamic/demand-based pricing adjusting rates by peak season, weekday versus weekend, and by time of day.

- Wide range of convenient electronic and online payment methods, eliminating cash/coin payments.
- Provide a customer friendly, easy-to-use system that eliminates trips to Town offices or phone calls to Town staff to address routine transactions.
- Ability for residents, employees, and visitors to track parking availability and pricing at on-street parking locations via smartphone apps and web services.
- Ability to reserve spaces along with the ability to pre-pay for parking, to streamline entry and exit.
- Address ability to allow for discounted parking for vehicles that carpool.
- Use of License Plate Recognition technology where possible to provide convenience for access, monitoring, and enforcement for on street parking operations.
- Customer service support, including mobile apps, online support, and in-person response for exigent circumstances.
- Ability to implement/integrate easy to use data management software and reporting processes to reduce manual data entry.
- Ability to address changes in parking inventory due to weather conditions and snow plowing. some early morning parking especially in locations near Forest Service trailheads.
- Provide input and pay for cost of installation of signage placement.
- Proposals should include a description of how the vendor would work with the Town of Brighton to provide personnel to monitor permit compliance, a financial model describing cost to the Town of Brighton, and/or revenue sharing.
- The vendor must understand that they will function as a contract parking enforcement agency of the town and must demonstrate a model for collecting fees, fines, and providing a complaint/hearing process.
- Anticipated cost of parking will be \$10 per reservation.
- It is anticipated that the reservation system will be in effect from December 1 though April 1,
- The system needs to be implemented by December 1, 2023.

Proposal Format

Please submit a proposal in .pdf format to the Greater Salt Lake Municipal Services District, 2001 S State, #N 3-600 Salt Lake Town, UT 84190, or by email to karajohn@brighton.utah.gov by 4:00 PM on October 5, 2023.

I. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall focus on the project approach and the overall deliverables. Proposals shall be limited to thirty (30) pages, excluding the Table of Contents. Project team resumes, project reference details and technical specification documentation, including specification compliance matrix

for each service, shall be included as appendices and not counted towards the page limit.

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the Town's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc., will not be considered in the evaluation.

All proposals shall address the following items, at a minimum, in the order listed below:

1. Cover Letter

Proposers shall provide a cover letter on company letterhead, which should include:

- RFP title;
- Proposer's official address for the office responding to this RFP;
- Name, title, mailing address, e-mail address, and telephone number of Proposer's authorized representative; and
- Signature of Proposer's authorized representative.

2. Proposal Summary

This section shall discuss the highlights, key features, and distinguishing points of the Proposal.

3. Profile of the Proposing Firm(s)

This section shall include a brief description of the Proposer's firm size as well as the proposed project organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years.

4. Qualifications of the Firm

This section shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related

projects. Include descriptions of pertinent project experience with other public municipalities that includes a summary of the turnkey work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client to be contacted for references for each of the requested service features. Give a brief statement of the firm's adherence to the schedule and budget for the project.

5. Work Plan or Proposal

This section shall present a well-conceived service plan. Include a full description of major tasks and subtasks that address the RFP Scope of Services by service feature. This section of the proposal shall establish that the Proposer understands the Town's objectives and work requirements and Proposer's ability to satisfy those objectives and turnkey requirements.

Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the Town's schedule, outlining the approach, including training and support details that would be undertaken in providing the requested services.

Must address all points listed in the Elements section above.

6. Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the Town with better service delivery. In this section discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the Town and support the parking plan approach. Proposals may include any other services that are considered necessary to complete this project in a turnkey fashion.

7. Project Staffing

This section shall discuss how the Proposer would propose to staff and support this project, highlighting regional resources and the response times that will be provided to support the parking plan for the Town. Key project team members shall be identified by name, title, and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

8. Proposal Exceptions

This section shall discuss any exceptions or requested changes that Proposer has to the Town's RFP conditions, insurance requirements, or other requirements in the RFP. Items not excepted will not be open to later negotiation.

9. Fee Quotation

The Fee Quotation, detailed in Appendix A, includes pricing format required based upon the service and/or hardware provided. Proposer must submit based upon the pricing format requested and should provide details in support of one-time and any ongoing costs. Proposer should outline any additional services or support provided that exceed the minimum requirements. Payment terms will be negotiated with the selected contractor.

The Selection Committee will evaluate the proposals provided based on the following criteria:

- Qualifications of firm and project team members.
- Previous related similar work and references.
- Responsiveness to required turnkey project and preferred optional services.
- parking plan overall approach and service offerings, including regional support and training.
- Proposal price.
- The nature and extent of requested changes to the Town of Brighton standard Service Provider Agreement and standard Town insurance requirements.

The Town of Brighton reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by Town Council.

Price may not be the sole deciding factor.

II. Selection Process

Proposals will be evaluated on the factors listed in Section I, Content of Proposal, above. The election process will proceed on the following schedule:

- A. All questions shall be submitted via email to karajohn@brighton.utah.gov by Monday October 2, 2023, at 3:00 pm MST. Answers to questions will be distributed to all Proposers identified to the Town as of this date/time.

- B. Proposals must be received by the Greater Salt Lake Municipal Services District, 2001 S State, #N 3-600 Salt Lake Town, UT 84190, or by email to karajohn@brighton.utah.gov by 4:00 PM on October 5, 2023.
- C. Late proposals will not be considered. It is the responsibility of the Proposer to ensure proposal is submitted complete and on time.
- D. A selection committee comprised of Town of Brighton staff and others will review all submitted RFPs on October 6, 2023, during regular business hours. If necessary, the selection committee will interview a short list of Proposers via webinar. Otherwise, the selection committee will meet and render a decision. The Town of Brighton will negotiate a final scope and fee with the top ranked proposer and recommend to the Town Council for final approval and contract. Award of contract is subject to approval by the Town Council.
- E. It is anticipated that Town of Brighton staff will present recommendations to the Town Council to enter into a Professional Service Agreement with the selected Service Provider at a Town Council meeting.
- F. The Town of Brighton reserves the right to:
 - a. Disqualify incomplete proposals. Proposals lacking required information will not be considered.
 - b. Change any dates or deadlines.
 - c. Waive minor defects in the proposals submitted.
 - d. Request additional information from respondents.
 - e. Change the nature or scope of the project without penalty.
 - f. Negotiate terms with one or more of the short-listed firms.
 - g. Reject any or all proposals for any reason, without penalty.
 - h. Take any steps deemed necessary to act in the Town's best interest.

The Town of Brighton reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. The Town of Brighton will provide respondents written notice of any cancellation and/or modification. Furthermore, the Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town.

III. Town of Brighton Service Provider Agreement

The successful proposal will be required to enter into a Professional Service Agreement, with the Town. (Attachment B)

Any service provider who contracts with the Town of Brighton is required to have a valid Town of Brighton business license.

IV. Proposal Information

- A. Equal Opportunity. The Town will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the Town and will not be returned to the offeror.
- C. Rejection of Proposals. The Town reserves the right to reject any or all proposals received. Furthermore, the Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town.
- D. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the Town, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Town, or that may be deemed irresponsible or unreliable by the Town. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. The Town of Brighton's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support local businesses by purchasing goods and services through local vendors and service providers.
- F. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.
- G. Proposals are deemed valid for a period of one hundred twenty (120) days from the proposal submission deadline.

ATTACHMENT A

FEE QUOTATION

The pricing should be for total turnkey flat annual fee, or percentage of revenue amount based upon the service and hardware provided. Proposer must provide details in support of one-time and any ongoing costs in addition to the turnkey amount, if applicable. Proposer must outline any additional services or support that exceed the minimum requirements.

Mobile Payment:

Proposer shall provide a per transaction fee to be charged to the consumer, if any, and identify the services that are included. Proposer shall identify any service exemptions and/or additional fees that will be charged to the Town (if any). Proposer shall outline service enhancements and the capability to support carpool incentives and any potential associated costs.

License Plate Recognition (LPR) Technology:

Proposer shall provide a unit price for a complete mobile LPR system, including equipment, installation, training, ongoing operations/communications, licensing and extended warranty.

Permit Management System:

Pricing for the Permit Management System shall be based upon a turnkey flat annual fee, or percentage of revenue, and will include all licensing, training, system updates and vendor-hosted services. Proposer shall identify any fees that are the responsibility of a user/customer, in addition to outlining any cost for enhanced services.

Parking Management & Support Services:

Proposer shall outline the costs associated with the Parking Management System. The cost structure shall be based upon a turnkey flat annual fee, percentage, or per citation structure and will include all licensing, training, system updates, system integration requirements and vendor-hosted services. Proposer shall describe the services including proposed cost model, ongoing support, and hardware upgrades. Proposer shall detail any specific unit costs for ongoing or one-time support services.

Proposer shall detail the fees and services associated with Delinquent Collections, including the fee percentage for collected monies.

ATTACHMENT B
DRAFT SERVICE PROVIDER CONTRACT

TOWN OF BRIGHTON
SERVICE PROVIDER/PROFESSIONAL SERVICES
AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2023, by and between the Town of Brighton, a Utah municipality, ("Town"), and _____, a _____, ("Service Provider"), collectively, the Town and the Service Provider are referred to as (the "Parties)."

WHEREAS, the Town desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient Town resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars (\$ ____).

The Town has designated _____, or his/her designee as Town's Representative, who shall have authority to act in the Town's behalf with respect to this Agreement consistent with the Town's purchasing policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made _____ [monthly, annually, etc.] following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all “extra” work the Town requires, the Town shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the Town an invoice for services rendered during the pay period. The Town shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the Town’s fiscal year is specifically subject to the Town Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the Town may require, make available for examination by the Town, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the Town or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The Town may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly to this Agreement.
- D. The Town is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended (“GRAMA”). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt

from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as “confidential - business confidentiality” and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality.

Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The Town will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the Town related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/Town relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the Town for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the Town provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the Town and shall be subject to the Town’s general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The Town may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-Town related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the Town and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Town arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider’s defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Town, its agents, employees, and officers, this indemnity provision shall be valid and enforceable

only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the Town, its agents, employees and/or officers from any claims arising from the sole negligence of the Town, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the Town for a loss or injury that Service Provider would be obligated to indemnify the Town for under this Agreement. This limited waiver has been mutually negotiated by the Parties and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the Town by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
- Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000)

each accident;

- Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The Town shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the Town as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the Town within thirty (30) days of cancellation. The Town reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the Town shall remain in the name of the Town and the Town shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on Town's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Town of Brighton business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify, or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12- 302.
- E. Service Provider shall be solely responsible to the Town for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The Town is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the Town, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the Town, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The Town reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the Town, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the Town.
- D. Each subcontractor that physically performs services within Utah shall submit

an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO TOWN EMPLOYEES.

- A. No member, officer, or employee of the Town shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No Town employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the Town.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the Town.
- C. The Town shall make provision for access to the property and/or project and adjacent public properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the Town. If the Service Provider has any property in its possession belonging to the Town, the Service Provider will account for the same, and dispose of it in a manner directed by the Town.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within

seven (7) days' written notice thereof, the Town may immediately terminate this Agreement for cause.

- C. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Salt Lake County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the

provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement

Signatures on Following Page

22. Execution:

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

Town of Brighton
c/o Greater Salt Lake Municipal Services District
2001 S State, #N 3-600
Salt Lake Town, UT 84190

Dan Knopp, Mayor

Attest:

Kara John, Town Clerk

[SERVICE PROVIDER NAME]

Address:

Address:

City, State, Zip:

Signature

Printed Name

Its:

Position

EXHIBIT “A”

SCOPE OF SERVICES

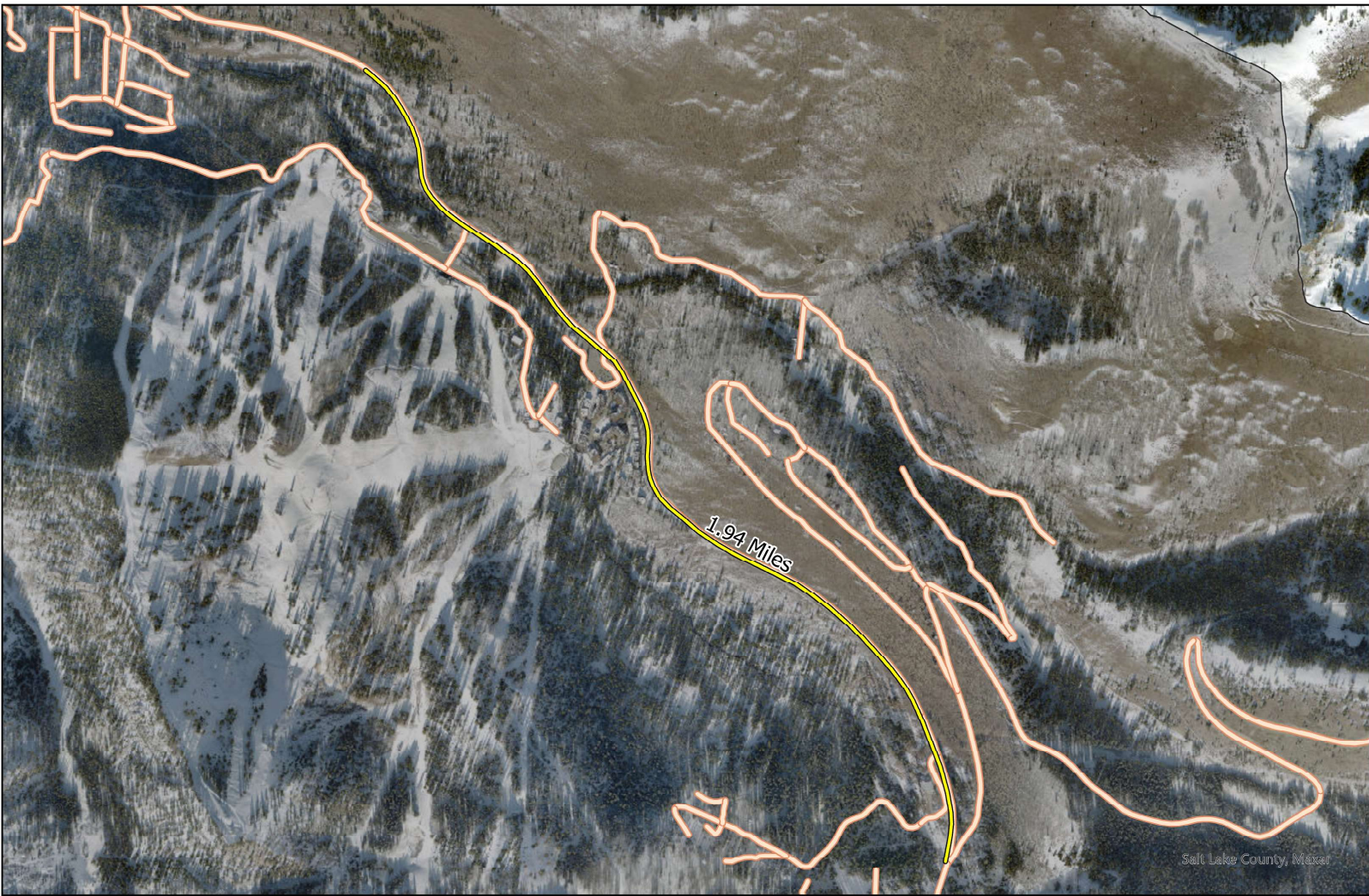
EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

ATTACHMENT C

MAP OF PARKING AREA

Yellow highlighted section on approximately 1.94 miles on south side of Big Cottonwood Canyon Road (Turn outs or no parking areas are not shown)



Salt Lake County, Utah





GREATER SALT LAKE
Municipal Services
District

Brighton Parking Reservation Area (1.94 Miles on South Side of Big Cottonwood Canyon Road)



0 0.25 0.5 1 Miles

Legend

-  Parking Reservation Area
-  Centerlines